

GENERAL SUBSCRIBER SERVICES TARIFF

Highlands Telephone Cooperative  
Incorporated

PSC 2  
Section X  
Original Sheet 1

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CATV Pole Attachment and Cable Duct Arrangements

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SECTION 9 (1)

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GENERAL SUBSCRIBER SERVICES TARIFF

Highlands Telephone Cooperative  
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PSC 2  
Section X  
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CATV POLE ATTACHMENT AND CABLE DUCT ARRANGEMENTS

X.1 Application of Tariff

X.1.1 This tariff contains regulations and charges applicable to the provision of attachment space for cable television facilities on poles of Highlands Telephone Cooperative, Inc. hereinafter referred to as the "Company", and the provision of cable duct space for such facilities in underground conduits of the Company.

X.1.2 The terms and conditions contained herein apply where the CATV operator, as a customer of the Company, proposes to install coaxial or other types of television distribution cables, amplifiers and drop wires, wires, and appliances together with associated cable messengers, anchors and other appurtenances (hereinafter sometimes collectively called the "equipment") and desires to attach such equipment in cable ducts of the Company.

X.2 Definitions

X.2.1 Poles - All references to "poles" of the Company shall mean poles which are either solely owned by the Company, are jointly owned by the Company and another, or are owned by another who has granted the Company exclusive use and control of space upon it's poles.

X.2.2 Pole Attachment - This term means any attachment by a CATV firm to a pole owned or controlled by the Company.

X.2.3 Cable Duct Space - This term shall mean individual cable ducts within a multiple-duct conduit system owned by the Company.

X.2.4 Equipment - the "equipment" referred to herein consist of coaxial or other types of television cables, amplifiers and drop wires, wires and appliances together with associated cable messengers, anchors, and other appurtenances used in the provision of CATV service.

X.2.5 Joint User - All references herein to "joint user" shall mean a utility company or municipality which, together with the Company, jointly provides poles for common use in the provision of service of the respective entities, and shall also include a utility company or municipality which, together with the Company, owns a percentage of a pole, or which owns a pole upon which the Company has obtained exclusive use and control of specified space.

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X.2.6 Cable Television Company or Operator (CATV) - All references herein to "CATV Company and/or Operator" shall mean a company which provides CATV service.

X.2.7 CATV Service - All references herein to "CATV Service" shall mean the transmission, by means of coaxial or other types of distribution cables, of television audio and video signals from a central point within an exchange of the Company to subscribers of a CATV company within such exchange.

X.3 Scope

X.3.1 Subject to the terms and conditions contained in this tariff, the Company will provide CATV pole attachment and cable duct space and permit a CATV operator, for the purpose of furnishing CATV service, to install it's equipment upon or within such of the Company's poles and conduits if pole attachment or conduit space is available or can be made available.

X.3.2 References herein to CATV equipment placed in the Company's cable ducts shall mean only cables and wires. No right to place amplifiers, power supplies or other related equipment in manholes or cable ducts of the company is conferred by this tariff.

X.3.3 The CATV company shall secure from the proper franchising authority, a franchise to erect and maintain it's thoroughfare, provided such franchising authority exists and shall secure any and all consents, permits, licenses, easements, or rights-of-way that may be legally required for it's operation hereunder. The CATV company shall additionally provide to the Company a map depicting the franchised area in which pole attachments and cable duct arrangements may be applied for by the CATV company.

X.3.4 The CATV company shall assist in, and bear the expense of securing any additional consents, permits, or licenses that may be required by the Company because of CATV pole attachments or cable duct usage.

X.3.5 The franchises, consents, permits, licenses, easements, and rights-of-way of the Company are for it's own facilities and the provision of it's other services. No rights in such franchises, consents, permits, licenses, easements, or rights-of-way are conferred upon any CATV company hereunder.

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X.4 Application of Notification to Install

X.4.1 At forty-five (45) days prior to the time the CATV company desires to attach it's equipment to any of the Company's poles, or to install any such equipment within a cable duct of the Company, the CATV operator shall make written application on the form prescribed to the Company. The Company shall, in turn, notify the CATV company in writing of it's notification to allow the installation.

X.4.2 Where the application for attachment involves joint-use poles, the CATV operator shall so indicate in it's application, and provide a copy thereof to the joint user. Permission to attach to joint-use poles shall be subject to the Company obtaining approval from such joint user when necessary.

X.4.3 Upon notification by the Company for pole or cable duct space to be used by the CATV company, the CATV company shall have the right, subject to the SPECIFICATIONS contained herein, to install, maintain and use it's equipment described in it's application, upon the poles or in the cable ducts identified in it's application.

X.4.4 Where costs are involved in the rearrangement of the Company's facilities to accommodate the CATV company's equipment, the Company shall notify the CATV company, in writing, of the changes and rearrangements required and the cost for performing such. Approval of the application by the Company is subject to receiving authorization from the CATV company to make changes and rearrangements detailed by the Company, at the CATV company's sole expense.

X.4.5 The CATV company shall not have the right to place, nor shall it place, any additional equipment upon any pole or in any cable duct without first making application and receiving the Company's notification to do so, as provided for in this tariff; nor shall the CATV company change the position of any equipment attached to any such pole or installed in any cable duct without the Company's prior written approval. The provisions of this paragraph shall not restrict the attachment of television drops to television crossarms or television cable messenger. Unauthorized attachments or installation in cable duct shall be subject to penalty and/or special "make-ready" charges set forth in this tariff.

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X.5 Attachment Specifications

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X.5.1 The CATV company, at its own cost and expense, shall construct, maintain and replace its attachments on the Company's poles in accordance with (1) such requirements and specifications as the Company shall prescribe and have on file with the Commission, (2) EEI Publication M12 entitled "Specifications for the Construction and Maintenance of Jointly-Used Wood Pole Lines Carrying Supply and Communication Circuits", (3) the requirements and specifications of the National Electrical Safety Code, 1981 Edition, and any amendments or revisions of said specifications or code, and (4) in compliance with any rules or orders now in effect or that hereafter may be issued by the Public Service Commission of Kentucky or other authority having jurisdiction. The CATV company shall comply, at its sole risk and expense, with changes and revisions in the above specifications and requirements.

X.6 Installation and Maintenance of CATV Equipment

X.6.1 The exact location of the CATV company's attachments on poles and installation in cable ducts shall be determined by the Company in its sole discretion after a joint survey to be made, at such times as shall be mutually agreed upon, by representatives of the telephone company and the CATV company. The Company may make periodic inspections as conditions may warrant. Such inspections shall not operate to relieve the CATV company of any responsibility, obligation, or liability assumed under this tariff. When substandard installations are found which are created by the CATV operator, the Company shall give notice of such to the CATV company, and the CATV company shall remedy such conditions within a reasonable time as directed by the Company. In the event the CATV company fails to remedy the condition within the time prescribed, the Company may act to remedy it with the cost of such to be paid by the CATV company.

X.6.2 Where reasonable cause exists, the Company, with concurrence from the CATV company, may make the attachment or replacement of the CATV's equipment to Company poles. In such cases, the CATV company will furnish all such materials and equipment, and will reimburse the Company for the entire installation costs incurred. The CATV company shall deposit with the Company, prior to such installation, sufficient sums estimated by the Company to be adequate to reimburse it for such work.

X.6.3 If the CATV company grants permission for Company to perform installation, rearrangement or removal of CATV equipment in the Company's cable ducts shall be performed by the Company at the sole expense of the CATV company. Such work shall be performed

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in accordance with the Company's established practices, and the CATV operator will furnish all materials and equipment to be installed and pay, in advance, the Company's estimated costs of such work.

X.6.4 Where the CATV company's equipment can be accommodated on Company poles or in Company cable ducts by rearranging or changing the Company's facilities, the CATV company shall pay the Company the cost of making such rearrangements or changes. Strengthening of poles (guying) required to accommodate the attachments of the CATV company and the bonding of the CATV's strand to that of the Company shall be performed by the CATV company at it's sole risk and expense. Such work may be performed by the Company with concurrence from the CATV company, and the CATV company shall pay the Company the cost of all such work.

X.6.5 After initial attachment, when the Company subsequently requires a change in its poles, attachments thereto or its conduit system for reasons unrelated to CATV operations, the CATV company shall be given at least 48 hours advance notice of the changes required and sufficient time to accomplish the CATV related change. If the CATV operator is unable or unwilling to meet the Company's time schedule for changes in attachments, the Company may do the work and charge the CATV company its reasonable costs for performing the change of CATV equipment. In cases of emergency, the Company may, at the CATV company's sole expense, arrange to relocate or replace the facilities attached to Company poles by the CATV operator, transfer them to substituted poles or perform any other work in connection with said facilities, that may be required in the maintenance, replacement, removal, or relocation of said poles the facilities thereon or the equipment which may be placed thereon.

X.6.6 All required maintenance of CATV equipment shall be performed by the CATV operator. No entry shall be made into any facility housing the cable ducts without the written notification of the Company. The Company reserves the right to require the presence of it's representative at the time of any such entry, with the cost thereof to be reimbursed by the CATV company. An estimate of such cost shall be furnished at the time the Company gives its written notification for entry.

X.6.7 All tree trimming required on account of CATV company equipment shall be done by the CATV operator at its sole expense and in a manner satisfactory to the Company.

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X.6.8 The CATV company shall, at its sole risk and expense, maintain all of its equipment on Company poles or in Company cable ducts in safe condition and in thorough repair.

X.6.9 Nothing herein contained shall give to the CATV company the right to place a crossarm on any Company pole. If a crossarm is required to accommodate the facilities of the CATV company, the CATV company shall state their reasons in its application for attachment.

X.6.10 The CATV company shall not at any time make any additions to, or changes in, the location of its attachments on poles or equipment in cable ducts without the prior poles or equipment in cable ducts without the prior written consent of the Company, except in cases of emergency when oral notification has been obtained from the Company and subsequently confirmed in writing.

X.6.11 If the CATV company should require the location of its equipment upon any public thoroughfare or other public or private property in the conduct of its business and the Company does not have pole facilities so located to fulfill CATV requirements and has no immediate need for such for the Company's own use, the Company will notify the CATV operator whether the Company is willing to place such pole facilities. Special rental charges shall be agreed to by the CATV company prior to the Company's placement of such pole facilities, and the rental charges specified herein shall not apply. The special rental charges shall be based upon the total use of the pole facilities by the CATV company. In the event such pole facilities are subsequently used by the Company for the provision of its other services, the special rental charges shall no longer apply, and the rental charges specified in this tariff shall apply.

X.6.12 Whenever, pursuant to this tariff, the CATV company shall be required to remove its equipment from any pole, such removal shall be made within thirty (30) days following the notice given by the Company to the CATV, except as otherwise specifically provided. Upon failure of the CATV company to remove such equipment within thirty (30) days or as otherwise required, the Company may remove them and charge the CATV company all costs associated with such removal.

X.6.13 Whenever, pursuant to this tariff, CATV equipment in cable ducts shall be required to be removed, relocated or replaced, such work shall be performed by the Company after written notice to the CATV company, at the CATV company's sole risk and expense of less written notification is given to the CATV company to perform such work. Any CATV equipment required for such work shall be supplied by the CATV operator.

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Highlands Telephone Cooperative  
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X.6.14 The CATV company can interset poles where the Company facilities are located except shall not locate poles, guys, or other facilities where they will interfere with access to Company poles.

X.7 Cost of Pole Replacements

X.7.1 Whenever the CATV company applies to attach to a pole that is considered by the telephone company to be insufficient in height or strength for accommodation of CATV attachments, the Company shall notify the CATV operator of such fact and of the estimated cost to the CATV company of replacing such pole with a pole which will accommodate the attachments of the CATV company and the telephone company. Within thirty (30) days of such notification, the CATV company shall either notify the Company (1) of its approval of such replacement or (2) of its cancellation of the application with respect to such pole.

X.7.2 In the event of CATV's approval of such replacement, the Company shall replace the pole and the CATV operator shall pay to the Company in advance the charges computed as follows:

The total cost of the new pole, the removal of the old pole, the transferring of the Company's attachments from the old to the new pole and such other costs, if any, necessitated by CATV requirements, less the total of the following: accrued depreciation on the old pole, salvage, if any, and the cost of such portion of the new old pole, salvage, if any, and the cost of such portion of the new pole, if any, which represents space reserved for the use of the Company ~~grantee~~ <sup>PUBLIC SERVICE COMMISSION</sup> that provided for them on the old pole and appropriate ~~contribution~~ <sup>KENTUCKY</sup> contribution by any other company attached thereto. EFFECTIVE

X.8 Rights of Way and Legal Authority

JUN 26 1983

X.8.1 Upon application for attachment or use of cable ~~PURSUANT TO~~ <sup>THE 807 KAR 5:011,</sup> CATV company shall submit evidence satisfactory to the Company of ~~SECTION 9(1)~~ authority to erect and maintain its equipment within public ~~streets~~ <sup>highways, and other thoroughfares</sup> and shall secure any necessary franchise, license, permit, consent, easement or rights-of-way from Federal, State, or municipal authorities or owners of property now or hereafter required to construct and maintain such equipment at the location of facilities of the Company which it desires to use. In the event any such franchise, license, permit, consent, easement or right-of-way is revoked or is thereafter denied to the CATV company

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for any reason, permission to attach to Company poles or to use Company cable ducts so affected shall immediately terminate, the CATV company shall forthwith remove its equipment from Company facilities.

X.8.2 Upon notice from the telephone company to the CATV company that the removal or cessation of the use of any pole or cable duct has been requested or directed by Federal, State, or municipal authorities, or property owners, permission to attach to such pole or to use such cable duct shall immediately terminate and the CATV company shall forthwith remove its equipment therefrom.

X.9 Protection Against Claims for Libel and Slander, Copyright and Patent Infringement

X.9.1 The CATV company shall indemnify, protect, and hold harmless the Company from and against any and all claims for libel and slander, copyright, and/or patent infringement arising by reason of attachment of CATV equipment to Company poles or installation of CATV equipment in Company cable ducts, pursuant to this tariff.

X.10 Limitations

X.10.1 No use, however extended, of the Company's poles or cable ducts under this tariff shall create or vest in the CATV company any ownership or property right in said poles or ducts. Nothing herein contained shall be construed to compel the Company to maintain any of its facilities for a period longer than that demanded by its other service requirements.

X.10.2 The Company reserves to itself, its successors and assigns the right to maintain its poles and conduit and to locate and operate its facilities in such manner as will best enable it to fulfill its other public service requirements. The Company shall not be liable, except for gross negligence to the CATV company or for any interference with the operation of the equipment of the CATV company.

X.10.3 The Company reserves the right to provide pole attachment and cable duct space available to other entities. This tariff shall not limit the rights and privileges previously granted to others to use any poles or cable ducts covered by this tariff, and the privileges provided by this tariff shall at all times be subject to such previously granted rights, except when pole attachment can be available.

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X.10.4 Failure to enforce or insist upon compliance with any of the terms or conditions of this tariff shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in effect.

X.10.5 The CATV company shall not assign, transfer or sublet any rights to make pole attachments or utilize cable ducts hereunder without the prior written consent of the Company except the CATV company can dispose of CATV property in any way without prior consent.

X.11 Indemnity and Insurance

X.11.1 Except for case of negligence on the part of the company and other joint users, the CATV company shall indemnify, protect, and hold harmless the Company and other joint users of said poles and conduit system from and against any and all loss, costs, claims, demands, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property and injury to or death of persons, including the officers, agents, and employees of the CATV company, the Company, and any joint user, including payment made under any Workman's Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the installation, maintenance, presence, use, or removal of said equipment or by the proximity of CATV equipment to the Company or any joint user.

X.11.2 The CATV company shall maintain in full force and effect the following insurance policies or bond in lieu thereof providing an equivalent protection: (1) Worker's Compensation and Occupational Disease covering the CATV company's full liability under the Worker's Compensation Laws of the Commonwealth of Kentucky. This shall include Employer's Liability insurance in the amount of \$100,000. (2) Comprehensive General Liability insurance, in the amounts of \$1,000,000 Combined Single Limits or \$1,000,000 each occurrence, and \$1,000,000 aggregate for any accident resulting in bodily injuries to or the death of one or more persons and the consequential damages arising therefrom together with Property Damage Liability in the amount of \$500,000 each occurrence, with an aggregate total limit of \$500,000.

X.11.3 All policies of insurance shall contain written endorsements to the effect that the amount of coverage of the insurance provided thereby will not be reduced or terminated without thirty (30) days written notice first being given to the Company. Certificates of

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insurance, incorporating the above described endorsement, shall be delivered to a designated officer of the Company and shall be approved by the Company before the CATV firm is permitted to perform any work authorized pursuant to this tariff. Failure of the CATV firm is permitted to perform any work authorized pursuant to this tariff. Failure of the CATV company to provide notice of renewals, changes in carrier, or a reduction in or termination of insurance coverage will be just cause for the Company to terminate the CATV company's right to continue its pole attachments. If renewal premiums are not paid by the CATV company prior to said 30-day notice, the Company shall have the right to pay said premiums and be reimbursed by the CATV company upon demand.

X.11.4 The CATV operator shall promptly notify the Company of all claims and potential claims relating to damage to property or death of persons arising or alleged to have arisen in any manner by or associated with, directly or indirectly, the presence or use of the CATV company's equipment upon or within any facility of the Company.

X.11.5 The CATV company shall exercise special precautions to avoid damage to facilities of the Company on said poles and hereby assumes all responsibility for any and all loss for such damage. The CATV company shall make an immediate report to the telephone company of the occurrence of any such damage and shall reimburse the Company for the expense incurred in making repairs necessitated thereby.

X.12 Surety

X.12.1 The CATV company shall furnish a bond for each individual CATV system utilizing pole attachments under this tariff to guarantee the payment of any sum which may become due to the Company for rental, penalty, and make-ready charges and work performed by the Company, pursuant to this tariff, for the benefit of the CATV company, or as a result of default or forfeiture by the CATV company. The amount of such bond shall be based upon the following:

(1) For attachments to 500 poles or less, a bond of \$5,000 shall be furnished, except as provided in (4) below.

(2) For attachments to poles in excess of 500, further surety in the amount of \$5,000 for each additional 500 poles, or any increment thereof, shall be furnished except as provided in (3) below.

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- (3) After one year following the completion of construction of an individual CATV system and its placement into operation, the CATV operator may request that the required amount of bond be reduced. Upon the Company's receipt of satisfactory evidence that all mechanics, workmen, and material men who furnished services, labor or materials in the construction of such CATV system, and all taxing authorities, have been paid all amount due them, the Company will reduce the amount of bond required to the following:

- (a) For attachments to 500 poles or less, a bond of \$2,000 shall be furnished.
- (b) For attachments to poles in excess of 500, further surety in the amount of \$2,000 for each 500 poles, or any increment thereof, shall be furnished.

X.13 Payment of Bills

X.13.1 All amounts payable by the CATV company to the Company under the provision of this tariff shall, unless otherwise specified, be payable within thirty (30) days after presentation of bills. Non-payment of any such amount when due shall constitute grounds for termination of the pole attachment rights under this tariff.

X.14 Termination of Attachments

X.14.1 If the CATV company shall fail to comply with any of the provisions of this tariff, including compliance with the specifications previously referred to, the maintenance of required insurance coverage and surety bond requirements, and the timely payment of any amounts due, and shall fail for thirty (30) days after written notice from the Company to correct such non-compliance, the Company, at its option, may terminate the CATV company's right to continue any or all use of poles provided under this

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tariff and may act to remove the CATV equipment at the CATV company's sole expense.

X.14.2 Upon valid objection being made by or on behalf of any governmental authority properly asserting jurisdiction, the Company may without notice, or, where circumstances permit, upon five (5) days written notice to the CATV company, terminate the provision of the pole attachment and/or cable duct space as provided in this tariff.

X.14.3 The CATV company may at any time remove its equipment attached to any pole or poles of the Company and shall immediately give the Company written notice of such removal.

X.15 Notices

X.15.1 Any notice required or authorized by this tariff to be given by the Company or the CATV company to the other party shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, and addressed to such other party's principal business address last furnished by such party.

X.16 Rental Charges

X.16.1 The CATV company shall pay to the Company, annually in advance, the rental charges specified below. Annual billing shall be made in July of each year.

X.16.2 From the effective date of the permit for previously unbilled attachments or cable duct usage, which shall be the date when the Company's facilities are made available for use by the CATV company, to the date of the next annual billing, the annual rental rate shall be payable on a prorated basis with such fractional amount submitted with the application for attachment.

X.17 Rental Rate

Per 2-User Pole, Annually  
Per 3-User Pole, Annually

\$4.78

2.89

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By: *for D.L. Terry*

General Manager

Issued Under Authority K.P.S.C. No. *251-10* dated ~~January 1~~, 1983  
*March 31*

GENERAL SUBSCRIBER SERVICES TARIFF

Highlands Telephone Cooperative  
Incorporated

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X.18 Penalty Charges

X.18.1 Where pole attachments have been made without receipt of authorization from the Company, a penalty charge of twice the amount of the annual rental rate shall apply, in lieu of the annual rental rate, from the date of the last previous physical inventory of the pole attachments or inspection required pursuant to the rules of the Kentucky Public Service Commission, whichever is most recent. Additionally, a special "make-ready" charge, equal to twice the amounts which would have been due and applicable if the attachment had been properly authorized, shall apply.

PUBLIC SERVICE COMMISSION  
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JUN 26 1983

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SECTION 9(1)

BY: Bledsoe

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Effective: ~~January 1, 1983~~

By: for D. L. Perry

General Manager

Issued Under Authority K.P.S.C. No. 251-10 dated ~~January 1, 1983~~

March 31

GENERAL SUBSCRIBER SERVICES TARIFF

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EXCHANGE AREA MAPS

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By:

*for D.L. Zager*

General Manager

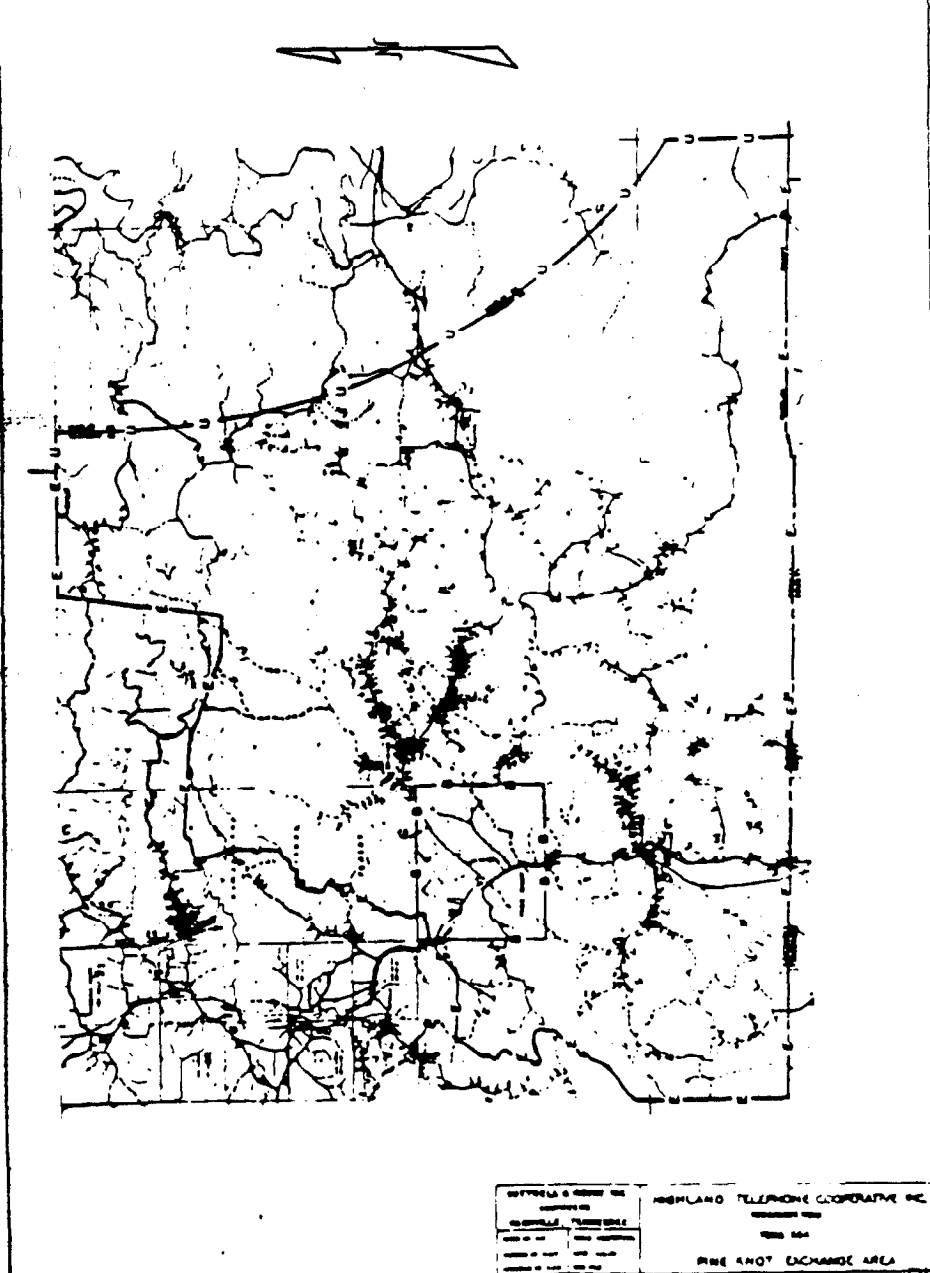
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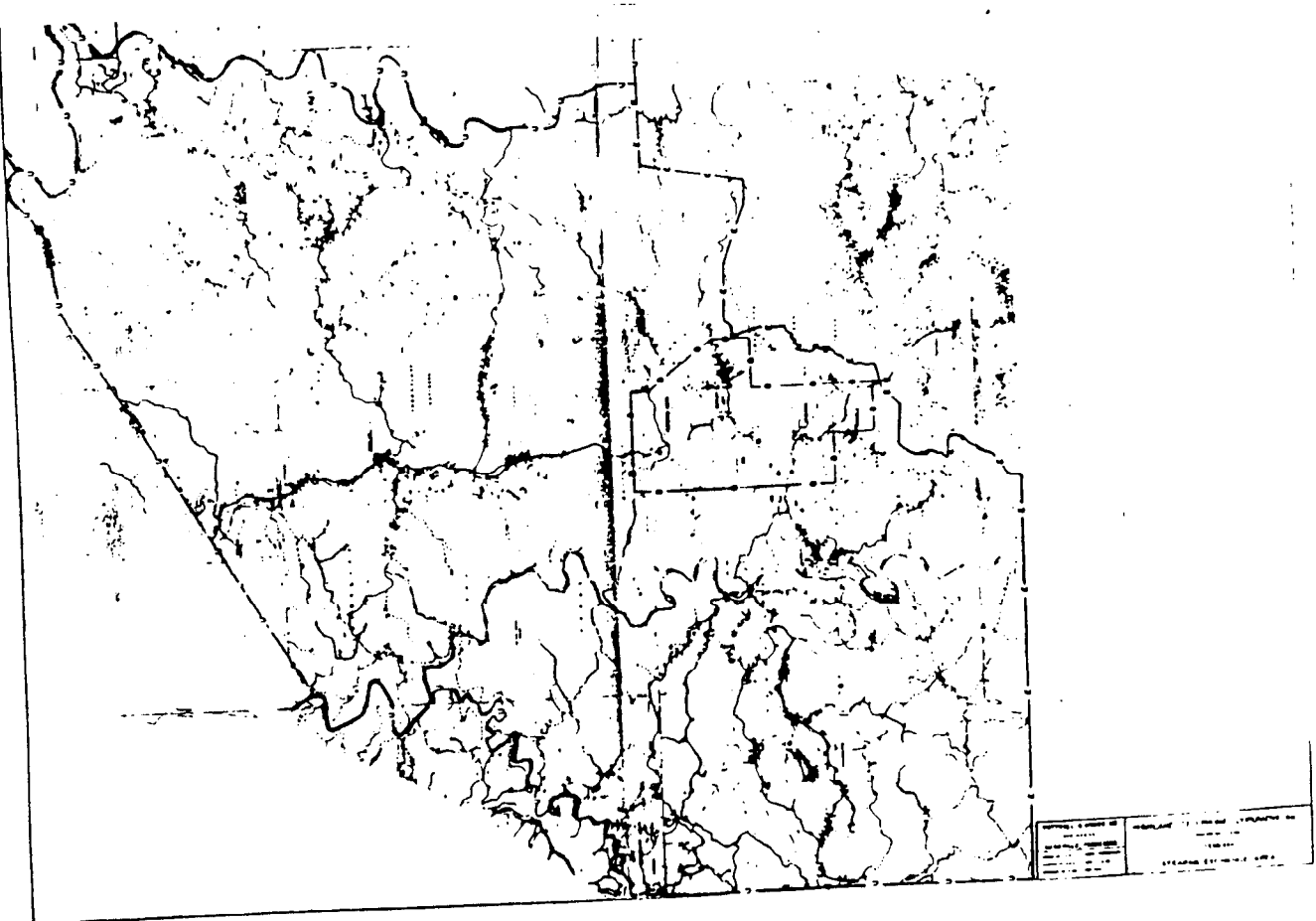
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General Manager

GENERAL SUBSCRIBER SERVICES TARIFF

Highland Telephone Cooperative

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OBSOLETE SERVICES OFFERINGS

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PUBLIC SERVICE COMMISSION  
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NOV 20 1984

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BY: *Jordan C. Neal*

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By: *W. L. Denny* General Manager

Issued under authority K.P.S.C. No. 8997 dated November 20, 1984

GENERAL SUBSCRIBER SERVICES TARIFF

Highland Telephone Cooperative  
Incorporated

PSC 2  
Section Z  
Original Sheet 2

OBSOLETE SERVICE OFFERINGS

- Z.1 General (N)
- Z.1.1 The items of equipment or services itemized in this section of the Tariff will no longer be offered on a lease based by the Company.
- Z.1.2 These items will remain in service for the remainder of their service life, or removed at the customer's request.
- Z.1.3 Items in this section of the Tariff are subject to rate increases as warranted by increasing cost of maintenance, servicing, or replacement part cost. (N)
- Z.2 Equipment and Charges
- Z.2.1 Three-Line Rotary  
Monthly recurring charge.....\$ 3.00 (I)
- Z.2.2 Three-Line Common Equipment  
Monthly recurring charge.....\$ 7.50
- Z.2.3 Three-Line System Intercom Rotary  
Monthly recurring charge.....\$ 7.00 (I)

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BY: Jordan C. Neel

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By: [Signature] General Manager

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